

TRADEMARK ASSIGNMENT

09/24/2012



103649815

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quad-C Funding, LLC		08/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Heat Company, Inc.
Street Address:	1958 Kellogg Avenue Suite 300
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2064494	STAY WARM
Registration Number:	1800065	HANDIHEAT
Registration Number:	3911352	ECO WARMER

CORRESPONDENCE DATA

Fax Number: 2123727449
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (212)372-7427
 Email: rkolosky@quadcfunding.com
 Correspondent Name: Richard Kolosky
 Address Line 1: 100 Mill Plain Road
 Address Line 4: Danbury, CONNECTICUT 06811

NAME OF SUBMITTER:

Richard J. Kolosky for Quad-C Funding, L

Signature:

/Richard J Kolosky/

OP \$90.00 2064494

Date:

09/04/2012

Total Attachments: 7 4

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**WAIVER TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This WAIVER TO GUARANTY AGREEMENT, dated as of February 7, 2012 (this "Waiver"), is entered into among The Heat Factory, Inc. ("Guarantor") and Quad-C Funding, LLC a Delaware limited liability company and its Designee ("Guaranteed Party").

WITNESSETH:

WHEREAS, the Guarantor and the Guaranteed Party, are party to that certain Intellectual Property Security Agreement, dated as of July 7, 2010 (the "Agreement");

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement;

WHEREAS, the Guarantor has requested that the Guaranteed Party waive the requirements of Sections 1(i), 3(c), and 3(k) of the Agreement solely to the extent necessary to permit the outright Sale of certain Intellectual Properties (the "Property Sale") listed and for such consideration as described in the Bill of Sale dated September 1, 2011 set forth in Exhibit A;

NOW, THEREFORE, in consideration of the premises and the covenants and obligations contained herein, the parties hereto agree as follows:

SECTION 1. WAIVER.

Subject to the satisfaction (or due waiver) of the conditions set forth in Section 2 hereof, the Guaranteed Party hereto hereby waives the requirements of Sections 1(i), 3(c), and 3(k) of the Agreement and to any other related requirements of the Agreement of Credit Documents to the extent necessary to permit the execution of the Property Sale.

For abundance of clarity, this Waiver shall not have any impact on, or release of, any other provisions or restrictions in the Agreement.

SECTION 2. CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS WAIVER.

This Waiver shall become effective as of the date first written above (the "Waiver Effective Date") when, and only when, each of the following conditions precedent shall have been satisfied:

- (a) the Guaranteed Party shall have received (i) this Waiver, duly executed by the Guarantor and Guaranteed Party.

SECTION 3. REPRESENTATIONS AND WARRANTIES; COVENANT

On and as of the Waiver Effective Date, after giving effect to this Waiver, the Guaranteed Party hereby represents and warrants to Guarantor as follows:

(a) this Waiver has been duly authorized, executed and delivered by the Guaranteed Party, and constitutes a legal, valid and binding agreement by the Guaranteed Party, enforceable against the Guaranteed Party, as applicable, in accordance with its terms hereof.

In connection with the execution and delivery of this Waiver and/or the issuance of Debt Securities from time to time, the Guarantor shall, or shall cause the Borrower to, promptly deliver any additional documents, instruments, agreements or information, or take such other actions, as may be reasonably requested by the Guaranteed Party to assure, preserve, protect and/or confirm any rights granted to the Guaranteed Party under any of the Credit Documents.

SECTION 4. GOVERNING LAW

THIS WAIVER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS WAIVER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT.

The section titles contained in this Waiver are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto, except when used to reference a section.

SECTION 5. NOTICES

All communications and notices hereunder shall be given as provided in the Agreement and Credit Documents.

SECTION 6. SEVERABILITY

The fact that any term or provision of this Waiver is held invalid, illegal or unenforceable as to any person in any situation in any jurisdiction shall not affect the validity, enforceability or legality of the remaining terms or provisions hereof or the validity, enforceability or legality of such offending term or provision in any other situation or jurisdiction or as applied to any person.

SECTION 7. SUCCESSORS

The terms of this Waiver shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[signature pages follow]

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

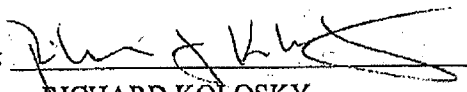
GUARANTOR:

THE HEAT FACTORY, INC.

By: 
CHRISTL TREPTOW, PRESIDENT

GUARANTEED PARTY:

QUAD-C FUNDING, LLC,

BY: 
RICHARD KOLOSKY
AUTHORIZED SIGNATORY